

REC'D OCT 17 2008

# REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in <b>APPROVED</b> Notice of Intent	School Administrative Units Submitting Reorganization Plan
Maine School Administrative District 71	MSAD 71
Arundel School Department	Arundel School Department

Contact Information:

RPC Chair     Maureen King and Dana Peck

Name: \_\_\_\_\_  
 Address:     87 Fletcher St., Kennebunk, ME 04043  
 \_\_\_\_\_  
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Date Plan Submitted:     October 10, 2008

Proposed RSU Operational Date:     July 1, 2009

<u>David Rock Selectionman</u>	<u>9/25/08</u>	<u>Arundel</u>
Signature/Title	Date	SAU
<u>Patricia Richard-Wheaton School Board</u>	<u>9/25/08</u>	<u>Arundel</u>
Signature/Title	Date	SAU
<u>Lynne C. Carter</u>	<u>9/25/08</u>	<u>Arundel</u>
Signature/Title	Date	SAU
<u>[Signature]</u>	<u>9-25-08</u>	<u>Arundel</u>
Signature/Title	Date	SAU
<u>Dee Martin</u>	<u>9/25/08</u>	<u>MSAD # 71</u>
Signature/Title	Date	SAU
<u>[Signature]</u>	<u>9-25-08</u>	<u>MSAD # 71</u>
Signature/Title	Date	SAU
<u>Alan Richard School Board</u>	<u>9-25-08</u>	<u>ARUNDEL</u>
Signature/Title	Date	SAU
<u>Jack Fleet Citizen</u>	<u>9/25/08</u>	<u>Arundel</u>
Signature/Title	Date	SAU
<u>Monica Dine</u>	<u>9/25/08</u>	<u>MSAD 71</u>
Signature/Title MSAD 71 School Bd	Date	SAU
<u>[Signature]</u>	<u>9-25-08</u>	<u>KENNEDUNK</u>
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU

# Reorganization Plan Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in RSU		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.  
<sup>2</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier 3	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K - 12.		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non-instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? <i>(not required, but encouraged)</i>						<input type="checkbox"/>	X

### Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible:

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	X
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	X
Economics	<input type="checkbox"/>	<input type="checkbox"/>	X
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	X
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	X
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	X

<sup>3</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>4</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3. <sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

**Explanation of Barriers –**

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

**Assistance Needs –**

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

# **RSU PLAN**

## **10/03/08**

### **1. The units of school administration to be included in the proposed reorganized regional school unit.**

The proposed regional school unit includes the following school administrative units:

A. Town of Arundel, a municipal school unit.

B. Maine School Administrative District No. 71, a school administrative unit organized pursuant to Chapter 150 of the Private and Special Laws of 1969, as amended.

## **2. The size, composition and apportionment of the governing body.**

See Item 3.

## **3. The method of voting of the governing body.**

The Planning Committee worked very hard on the representation issue. This item was discussed at length in our subcommittees and also by the whole Planning Committee. The consensus was that weighted voting with 6 Kennebunk representatives, 3 Arundel representatives, and 3 Kennebunkport representatives would be best for the RSU. Each community has enough members to allow for diverse representation but the board is not going to be so large as to be unworkable. The Planning Committee agreed that there is a need to reiterate the part of the law that addresses the need for a 2/3 supermajority of the RSU Board to vote in favor of closing any school and that the ultimate decision on the school closing rests in the hands of the community to vote to keep the school open and absorb the incremental costs. The group also agreed that the apportionment issue should be reviewed every ten (10) years due to the growth in Kennebunk, Kennebunkport, and Arundel.

*Population should be based on the most recent Federal Decennial Census or the most recent estimated Federal Census. This source is proscribed in the law in Subchapter 3, section 1472 Methods of Apportionment. (Census data is available on the Maine DOE website.)*

*MSAD 71 has used weighted voting since its inception. There are 6 representatives from Kennebunk and 3 representatives from Kennebunkport. Kennebunk's members each have 121 votes and Kennebunkport's members each have 92 votes; however, MSAD 71 board members report that use of the weighted vote has not been necessary in recent institutional memory (past 8 years).*

*Arundel School Board has 5 members elected at large.*

### **Option B Weighted Voting**

*How weighted voting works. The purpose of weighted voting is to assign different voting power to individual board members to achieve compliance with the one person, one vote requirement. The statute prescribes how weighted voting is to be structured. First, 1,000 votes (+ or - 5 to ensure use of whole numbers) are apportioned among all members of the board. Each municipality is assigned a share of votes based on the proportion that the municipality's population bears to the population of the entire regional school unit. If a municipality has two or more directors, the votes cast by them must be divided equally among them.*

*While weighted voting allows different members to have different voting power, the law places a restriction on how big that difference may be. It does so by stating that the*

*voting power of any one member may not exceed by more than 5% the percentage of voting power the director would have if all 1,000 votes were apportioned equally among all members.*

The regional school unit board shall be composed of 12 members. Each municipality in the RSU shall elect the following number of its residents to serve on the Board and their votes shall be weighted as follows:

Municipality	Population	# of Board members	Votes per member	Total votes
Arundel	4068	3	69	207
Kennebunk	11505	6	98	588
Kennebunkport	4021	3	68	204
<b>TOTALS</b>	<b>19594</b>	<b>12</b>		<b>999</b>

Population figures are from the US Census estimate for July 1, 2006 as found on Maine DOE website.

Each board member shall serve a 3-year term, except that the initial terms of the members of the first regional school unit board shall be staggered as provided by PL 2007 Chapter 240 Part XXXX-40 below:

Initial Staggered Board of Director Terms

Town	No. of Directors	January 2009	June 2010	June 2011	June 2012	June 2013	June 2014	June 2015
Arundel	3	1	3			3		
		2		3			3	
		3			3			3
Kennebunkport	3	1	3			3		
		2		3			3	
		3			3			3
Kennebunk	6	1	3			3		
		1	3			3		
		2		3			3	
		2		3			3	
		3			3			3
		3			3			3



Note # 1: The initial terms will last 1 ½ years, 2 ½ years, and 3 ½ years since the members of the RSU Board of Directors will begin their work as soon as elected in January 2009. The six month period between January 2009 and July 2009 will be a transition period where existing school boards will be completing their duties and the RSU Board will be beginning their responsibilities.

Note #2: The only time there will be candidates running for 1 ½, 2 ½, and 3 ½ year terms will be during the initial twelve member election. Thereafter, all terms will be for a three-year duration. No one election year will see more than four of the twelve seats open.

Reapportionment of the RSU board shall be reviewed within six months of the availability of the decennial census, with the first review to take place by 2014. These reviews will coincide with the schedule of the over-EPS cost-sharing formula reviews.

**4. The composition, powers and duties of any local school committees to be created.**

**No elected local school committees will be formed.**

## **5. The disposition of real and personal school property.**

A. Real Property and Fixtures. Except as listed below, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the school administrative units shall be property of the region. The regional school unit board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures.

The following real property interests and associated fixtures shall not be transferred:

<u>Name of SAU</u>	<u>Description of Excluded Property</u>
Arundel School District	Playing fields at Mildred L. Day School
Arundel School District	Bus storage and maintenance area

All real property and fixtures not described in the above list shall be transferred to the regional school unit.

The excepted real property and fixtures listed above shall become the property of the Town of Arundel.

B. Personal Property. All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the region as successor of the SAUs, except as listed below:

<u>Name of SAU</u>	<u>Description of Excluded Personal Property</u>
	None

The regional school unit board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such personal property.

C. Agreements to Share or to Jointly Own Property. In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the regional school unit shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property.

The RSU and each town will prepare a facilities sharing agreement to allow access to school and town properties.

**6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.**

A. Bonds, Notes and Lease Purchase Agreements That the Region Will Assume. The region shall assume liability to pay the bonds, notes and lease purchase agreements listed in Exhibit 6-A.

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are not longer serviceable or to keep them in normal operating condition.

The local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the regional school unit. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688.

Debt existing prior to the formation of the RSU shall be paid by Arundel for Arundel School District's existing local-only debt and by MSAD 71 for MSAD 71's existing local-only debt; MSAD 71's existing local-only debt will be shared by Kennebunk and Kennebunkport at the old charter formula of 70% based on property value and 30% based on pupil count.

B. Bonds, Notes and Lease Purchase Agreements That the Region Will Not Assume. Pursuant to 20-A M.R.S.A. § 1506(4), the region does not assume the local-only portion of the bonds, notes and lease purchase agreements in Exhibit 6-A, which shall continue to be paid by the original members of the SAU indicated, and the region shall serve as fiscal agent for the SAU for that purpose.

The local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the regional school unit. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688.

Debt existing prior to the formation of the RSU shall be paid by Arundel for Arundel School District's existing local-only debt and by MSAD 71 for MSAD 71's existing local-only debt; MSAD 71's existing local-only debt will be shared by Kennebunk and Kennebunkport at the old charter formula of 70% based on property value and 30% based on pupil count.

C. New Capital Project Debt that Region Will Issue and Assume. --none

D. New Capital Project Debt that the Region Will Issue But Will Not Assume. --none

E. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted. --none

F. Other Debt Not Assumed. Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region. --none

EXHIBIT 6A

Name of SAU	Year Issued	Original Principal Amount	Approved for State Subsidy	Local Only Funding	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date	Attachment
MSAD71	03/30/04	550,000.00			Bus Barn	385,000.00	09/30/14	6-1
MSAD71	12/20/06	145,000.00			2 School Busses	45,017.16	12/20/08	6-2
MSAD71	07/02/07	0.00			Revenue Anticipation Note	0.00	06/30/09	6-3
MSAD71	03/14/03	484,500.00			KHS Renovations	242,250.00	09/14/12	6-5
MSAD71	05/24/01	15,603,348.00	12,435,348.00	3,168,000.00	Middle School of the Kennebunks	10,922,343.60	11/01/21	6-6
MSAD71	05/27/04	16,052,724.00			Kennebunk Elementary School	13,644,829.00	11/01/24	6-7
MSAD71	10/05/05	64,351.00			1 School Bus	0.00	10/05/07	6-9
ARUNDEL		Varies Annually	Based on Contract	57,420.00	High School Choice - insured value factor			

**7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.**

A. **School Personnel Contracts.** A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as Exhibit 7-A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on June 30, 2009 shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on July 1, 2009. This provision does not prevent the existing SAUs from terminating or nonrenewing the contracts of employees in accordance with applicable law before the operational date of the RSU (July 1, 2009). The list shall be updated and made final no later than the day before the operational date of the RSU (June 30, 2009).

***Exhibit 7.A. MSAD71 Individual Employment Contracts***

***7.10- MSAD71 and Licensed Clinical Counselor Contract***

***7.11- MSAD71 Special Ed Consultation Contract***

***7.12- MSAD71 Physical Therapy Assistant Contract***

***7.13- Expired - MSAD71 School Psychological Services Contract***

***7.14- MSAD71 Special Ed Evaluation and Consultation Contract***

***7.15- MSAD71 Special Ed Evaluation and PET's Contract***

***7.16-MSAD71 Special Ed Transition Consultant***

***7.57-Arundel Guidance Counselor Contract***

***7.58- Arundel Special Education Director Contract***

***7.59- Arundel Principal Contract***

***7.60- Arundel Superintendent Contract***

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B. Pursuant to Section XXXX-43(5), individuals on the list who are employed on June 30, 2009 shall become employed by the RSU as of July 1, 2009. This provision does not prevent the existing SAUs from terminating employment of the employees in accordance with applicable law before the operational date of the RSU (July 1, 2009). The list shall be updated and made final no later than the day before the operational date of the RSU (June 30, 2009).

***Exhibit 7.B.1- All MSAD71 Employees***

***Exhibit 7.B.2 - ARUNDEL Employees Non-Contractual***

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. **School Collective Bargaining Agreements.** The following collective bargaining agreements to which the SAUs are a party shall be assumed by the regional school unit board as of July 1, 2009:

***7.2 - List of MSAD71 Employees Covered Under Various Association Contracts***

***7.5 - MSAD71 and KKEA Teachers Contract***

***7.6 - MSAD71 and KKEA Ed Tech Contract***

***7.7 - MSAD71 and KKEA Custodial/Maintenance/Grounds Contract***

***7.8 - MSAD71 and Teamsters Union Local 340 Bus and Mechanics Contract***

***7.9 - MSAD71 and Teamsters Union Local 340 Bus Aides Contract***

**Maine School Administrative District #71****Individual Employment Contracts**

updated 8/12/08

Employee Code / Name	Title	FTEs	Expiration Date
1020 JOCELYN G. DILL	STRETCH BEYOND ADMINISTRATOR	1.00	
1435 DONNA M. GILLETTE	SUPERINTENDENT ADM ASST	1.00	
3833 ARLENE B. VERRE	ATHLETIC TRAINER	1.00	
5538 NICHOLAUS J. SHUMAN	IT INTEGRATOR	1.00	
9063 LORRAINE M. ORLANDO	PAYROLL SPECIALIST	1.00	
9102 JON E. WILLIAMS	TECH SPECIALIST	1.00	
9143 DONNA R. NEDEAU-SLATTERY	TECH SPECIALIST	1.00	
9299 ELLEN M. DEMMONS	FOOD SERVICE ADMINISTRATOR	1.00	
9523 DAWN M. POOLER	BOOKKEEPER	1.00	
1746 KATHERINE A. HIRST	PRINCIPAL ADM ASST	1.00	
680 JEAN P. BURNHAM	GUIDANCE ADM ASST	1.00	
9035 KRISTEN J. PARKER	ATHLETIC ADM ASST	1.00	
9139 KAREN DUMONT	PRINCIPAL ADM ASST	1.00	
9246 SANDRA M. HEINBACH	PRINCIPAL ADM ASST	1.00	
9248 LINDA MATTUCHIO	PRINCIPAL ADM ASST	1.00	
9952 SUSAN E. WEST	PRINCIPAL ADM ASST	1.00	
2660 DAVID E. MITCHELL	ASST PRINCIPAL	1.00	
2950 KATHARINE W. PENCE	PRINCIPAL	1.00	
3 SUSAN M. MULSOW	SPED ADMINISTRATOR	1.00	
332 JEAN M. BEAULIEU	ASST PRINCIPAL	1.00	
5004 KEVIN P. CROWLEY	PRINCIPAL	1.00	
5037 PATRICK M. MANUEL	SUPERINTENDENT	1.00	
5093 WAYNE R. DORR	ASST SUPERINTENDENT	1.00	
5136 JEFFREY RODMAN	PRINCIPAL	1.00	
5137 PETER M. DAWSON	PRINCIPAL	1.00	
5443 SARA L. ZITO	PRINCIPAL	1.00	
5448 JASON B. SALTMARSH	TECH ADMINISTRATOR	1.00	
5555 MARTIN E. RYAN	ATHLETIC ADMINISTRATOR	1.00	
9034 JAMES W. BARNES	BUSINESS ADMINISTRATOR	1.00	
9197 THOMAS F. MAINES	PLANT/TRANSPORT ADMINISTRATOR	1.00	



**Exhibit 7-B****Maine School Administrative District #71****No Individual Employment Contracts**

updated 8/12/08

Employee Code / Name	Title	FTEs
9123 DONNA L. SHAW	CUSTODIANS	1.00
9149 LAURAL E. PIERCE	CUSTODIANS	1.00
9151 ROGER H. CLEMONS	CUSTODIANS	1.00
9200 STACIE L. PIERCE	CUSTODIANS	1.00
9259 ROBERT J. WALLACE	CUSTODIANS	1.00
9272 CHARLES H. STEWART	CUSTODIANS	1.00
9293 JOSHUA W. CURRIE	CUSTODIANS	1.00
9322 BENJAMIN J. TULIPER	CUSTODIANS	1.00
9351 SHAWN P. HENDERSON	CUSTODIANS	1.00
9353 ROGER D. BRAULT	CUSTODIANS	1.00
9404 CLARA A. OTIS	CUSTODIANS	1.00
9414 ARTHUR J. LEWIS	CUSTODIANS	1.00
9425 CAROL A. RUSECKY	CUSTODIANS	1.00
9426 AMANDA N. BERNIER	CUSTODIANS	1.00
9435 WILLIAM H. KNIGHT	CUSTODIANS	1.00
9470 JUDITH S. GOFF	CUSTODIANS	1.00
9590 MAURICE H. MERCIER JR	CUSTODIANS	1.00
9650 FREDERICK C. STUART	CUSTODIANS	1.00
9698 BRADLEY F. MORSE	CUSTODIANS	1.00
9744 TERRI LYNN BAIRD	CUSTODIANS	1.00
9920 DONNA R. JELLISON	CUSTODIANS	1.00
1027 WARD S. WILLIS	ED TECH III	1.00
2028 MARY E. KIMBALL	ED TECH III	1.00
5133 BARBARA A. VENNEL	ED TECH III	1.00
5230 WAYNN T. WELTON	ED TECH III	0.50
5256 EDWARD L. SHAROOD	ED TECH III	0.50
101 GALE P. BIELECKI	ED TECHS	0.50
1023 MICHAEL T. DINEHART	ED TECHS	1.00
1029 JANICE M. DIXON	ED TECHS	1.00
1040 DANA J. RUEL	ED TECHS	1.00
150 TIMOTHY S. ALLEN	ED TECHS	1.00
1567 VICTORIA E. HAMEL	ED TECHS	1.00
1771 JANE HOGAN	ED TECHS	1.00
1907 KATHLEEN J. JACOBSEN	ED TECHS	1.00
2170 LINDA T. LEVINE	ED TECHS	1.00
2350 LAURIE G. MACLAREN	ED TECHS	1.00
2595 CAROLINE B. MERRILL	ED TECHS	1.00
2875 MARY L. NUTTING	ED TECHS	1.00
365 GLORIA E. BENNETT	ED TECHS	1.00
3657 ROBERT J. SULLIVAN	ED TECHS	0.75
3832 ROBIN L. VAUGHAN	ED TECHS	1.00
3870 MARY D. WALKER	ED TECHS	1.00
3964 MARIAN M. WHITEHOUSE	ED TECHS	1.00
4092 CATHY YORK	ED TECHS	1.00

48	ANN R. HAND	ED TECHS	1.00
5014	MARIA I. DAVIS	ED TECHS	1.00
5029	REGINA S. GRAYDON	ED TECHS	1.00
5036	LISA M. HAROLDSEN	ED TECHS	1.00
5086	MEGHAN A. IRELAND	ED TECHS	1.00
5114	WENDY G. MURPHY	ED TECHS	1.00
5115	LAURETTA ANN CORBETT	ED TECHS	1.00
5162	PATRICIA E. MORSE	ED TECHS	1.00
5204	TERRY A. LOCKE	ED TECHS	1.00
5229	BROOKE E. IRELAND	ED TECHS	1.00
5231	CATHERINE J. DAVIS	ED TECHS	1.00
5243	MARCIA JILL PERRY	ED TECHS	1.00
5252	BRUCE R. ROZETT	ED TECHS	1.00
5262	JENNIFER W. MOONEY	ED TECHS	0.50
5266	SANDRA AIROLDI	ED TECHS	1.00
5283	EILEEN BLOKLAND	ED TECHS	1.00
5295	KATHLEEN O. EATON	ED TECHS	1.00
5296	STACY W. TOWNE	ED TECHS	1.00
5297	MICHAEL L. FAGERSON	ED TECHS	1.00
5302	LUCY W. HARDY	ED TECHS	0.80
5312	BOBBIE JO BOULAY	ED TECHS	1.00
5346	GERALDINE MAGAW	ED TECHS	1.00
5367	DONNA M. LINDGREN	ED TECHS	0.50
5426	LOUISE M. TURNBULL	ED TECHS	1.00
5428	JEANETTE J. LYDEN	ED TECHS	1.00
5436	LINDSAY A. BUTLER	ED TECHS	1.00
5444	CAROLINE S. SCHWAB	ED TECHS	1.00
5449	THERESA B. BAULD	ED TECHS	1.00
5485	REBECCA J. LAMB	ED TECHS	1.00
5502	MARGARET E. VIRE	ED TECHS	1.00
5539	LYNNE M. SCHOONARD	ED TECHS	1.00
5588	LINDA A. HAFFORD	ED TECHS	1.00
5597	AMBER L. ELLIOTT	ED TECHS	1.00
5604	MELISSA L. PREVATT	ED TECHS	1.00
571	DEBORAH A. STONE	ED TECHS	1.00
754	SUSAN L. CASHMAN	ED TECHS	1.00
9002	MARY A. CAVAGNARO	ED TECHS	1.00
9039	MAUREEN C. CABLE	ED TECHS	0.50
9094	KATHLEEN A. YOUNG	ED TECHS	1.00
9147	CAROL A. SHOREY	ED TECHS	1.00
9251	LINDA S. AUSTIN	ED TECHS	1.00
9292	VALERIE L. ANASTAS	ED TECHS	1.00
942	LYDIA DAVIS	ED TECHS	1.00
9472	SHEILA J. MATHIEU	ED TECHS	1.00
98	SUSANNE F. STANLEY	ED TECHS	1.00
9182	PAUL R. PERREAULT	MAINT MISC (GRNDF)	1.00
9839	DANIEL F. COAKLEY	MAINT MISC (GRNDF)	1.00
9940	RICHARD W. JELLISON	MAINT MISC (GRNDF)	1.00
9045	KIM M. DONOVAN	MAINT/GRNDS	1.00
9205	ROGER L. PLUMMER	MAINT/GRNDS	1.00

9224	FREDERIC R. RUMERY	MAINT/GRNDS	1.00
9309	KEVIN J. WASHBURN	MAINT/GRNDS	1.00
9444	WILLIAM V. SIMPSON	MAINT/GRNDS	1.00
9618	DAVID E. HUFF	MAINT/GRNDS	1.00
9950	THOMAS W. JELLISON	MAINT/GRNDS	1.00
1558	CHRISTINE M. GUERIN	NURSES	1.00
30	DORIS J. KAIN	NURSES	0.50
938	DONNA H. D'ORIO	NURSES	0.50
110	JUDITH B. ROSE	OTHER STAFF (OT, PT, SOC WRKR)	1.00
3118	SUSAN RICHARDSON	OTHER STAFF (OT, PT, SOC WRKR)	0.80
5121	TRACY L. MASON	OTHER STAFF (OT, PT, SOC WRKR)	0.80
5194	DONNA L. BENJAMIN	OTHER STAFF (OT, PT, SOC WRKR)	1.00
5208	ANNA G. FORNARO	OTHER STAFF (OT, PT, SOC WRKR)	1.00
5258	MELISSA A. CAMIRE	OTHER STAFF (OT, PT, SOC WRKR)	1.00
5276	MICHELLE R. FORTIER- OOSTERMAN	OTHER STAFF (OT, PT, SOC WRKR)	1.00
5424	GREGORY S. HESSE-STROMBERG	OTHER STAFF (OT, PT, SOC WRKR)	1.00
1000	CYNTHIA L. SAVAGE	TEACHER	1.00
1010	BRIAN JOSEPH DILL	TEACHER	1.00
1025	JENNIFER FRENCH	TEACHER	1.00
1067	BEVERLY R. DOW	TEACHER	1.00
11	DAVID E. CREECH	TEACHER	1.00
1180	DIANE I. DYER	TEACHER	1.00
1226	STEPHANIE EINSIEDLER	TEACHER	1.00
1263	TARA L. EULER	TEACHER	1.00
1324	MARY ELLEN FOLEY	TEACHER	1.00
1327	MARTHA L. FOLEY	TEACHER	1.00
1330	RICHARD A. FOLSOM	TEACHER	1.00
1336	KATHRYN FORAN	TEACHER	1.00
14	HEATHER R. KEEP	TEACHER	1.00
1401	PAUL D. GAYLORD	TEACHER	1.00
1455	VALERIE GLYNN	TEACHER	0.90
1538	CAROLYN L. SYLVANUS	TEACHER	1.00
1542	JOYCELYN R. ROUX	TEACHER	1.00
1572	LINDA R. HAMMONTREE	TEACHER	1.00
1590	RONALD G. HANKEL	TEACHER	1.00
1630	KATHLEEN N. HARDER	TEACHER	0.50
1651	EILEEN HARRIS	TEACHER	1.00
1680	CYNTHIA E. HAYES	TEACHER	1.00
1690	BETH MARIE HAZEN	TEACHER	1.00
17	BETHANY MILBURN	TEACHER	1.00
1710	MARY R. HEBERT	TEACHER	1.00
1712	CRAIG T. HEMOND	TEACHER	1.00
19	MELISSA P. COUSINS	TEACHER	1.00
1913	MICHELE P. JANIAK	TEACHER	1.00
1961	NANCY GOLDBERG	TEACHER	1.00
2030	PATRICIA A. KIMBALL	TEACHER	1.00
2060	STEPHEN A. KNOEPFEL	TEACHER	1.00

2063	ALEXANDRINA KNOWLTON	TEACHER	1.00
2110	MICHAEL R. LAVERRIERE	TEACHER	1.00
2176	ANNE D. RODIER	TEACHER	1.00
2180	BRUCE A. LEWIA	TEACHER	1.00
2219	FRAN KESSLER-RICHARDSON	TEACHER	1.00
2220	WENDY T. THOMPSON	TEACHER	1.00
23	BETH D. KINNEY	TEACHER	1.00
2318	MICHAEL P. MCDONALD	TEACHER	1.00
2340	KAREN L. MACGREGOR	TEACHER	1.00
2342	SUZANNE A. HEALEY	TEACHER	1.00
2370	MARIE E. MAGUIRE	TEACHER	1.00
2420	KATHLEEN R. MARQUIS	TEACHER	1.00
2470	JANE MATHESON	TEACHER	1.00
2473	KAREN J. MATHEWS	TEACHER	1.00
2518	STACEY L. SCHATZABEL	TEACHER	1.00
2520	MARY C. MCCARTHY	TEACHER	1.00
2573	POLLY A. MEINDERS	TEACHER	1.00
260	CHRISTOPHER BABBIDGE	TEACHER	1.00
2610	WESCOTT R. MERROW	TEACHER	1.00
2631	ANTHONY A. MICHAUD	TEACHER	1.00
2638	ESTHER A. MILLER	TEACHER	1.00
2678	PATRICK J. MOODY	TEACHER	1.00
2680	KAREN G. MOORE	TEACHER	1.00
2699	CAROLYN A. MORSE	TEACHER	0.50
2715	REBECCA L. MOY	TEACHER	1.00
2756	JENNIFER LEWIA	TEACHER	1.00
2770	FRED G. MYERS	TEACHER	1.00
2796	NANCY NAIMEY	TEACHER	1.00
2800	NORMA J. NARDONE	TEACHER	1.00
281	VALERIE D. BAKER	TEACHER	1.00
2820	DARLENE F. NEIN	TEACHER	1.00
290	NELSON H. BALLOU	TEACHER	1.00
2912	VICTORIA D. PAPAGEORGE	TEACHER	0.50
2915	AMY C. PANAGAKOS	TEACHER	1.00
2960	MARY M. PENNINGTON	TEACHER	1.00
3038	JUDITH F. PITCHFORTH	TEACHER	1.00
3051	JENNIFER L. POULIN	TEACHER	1.00
3090	JOSEPH E. RAFFERTY JR	TEACHER	1.00
310	NANCY H. BARRETT	TEACHER	1.00
315	ELLEN B. TOWNE	TEACHER	1.00
3150	KATHLEEN M. STURTEVANT	TEACHER	1.00
3151	LAURIE A. ELLIS	TEACHER	1.00
3171	DEBORAH A. ROBINSON	TEACHER	1.00
3179	MARNIE L. ROLLERSON	TEACHER	1.00
3182	ELIZABETH A. ROPER	TEACHER	1.00
3190	SUZANNE M. RONAN	TEACHER	1.00
3229	JOY M. RUSSO	TEACHER	1.00
3280	JANET L. WENDLE	TEACHER	0.40
3370	MARY S. SFERES	TEACHER	1.00
340	RICHARD A. BEER	TEACHER	1.00

3452	SHARON ORR SIROIS	TEACHER	1.00
3530	MARY PATRICIA SOUZA	TEACHER	1.00
3531	DEIDRE J. SPANG	TEACHER	1.00
3570	BETH E. KEEZER	TEACHER	1.00
3648	BRIDGET F. STRICKLAND	TEACHER	1.00
3661	SHANNON A. LEBLANC	TEACHER	1.00
3710	HASSINA M. TAYLOR	TEACHER	1.00
3720	BARBARA A. THYNG	TEACHER	1.00
3767	CHRISTINE P. TUSHIN	TEACHER	1.00
3768	MATTHEW D. TUSHIN	TEACHER	1.00
3868	SALLY W. WAKELAND	TEACHER	1.00
3880	ROBERT A. WALKER	TEACHER	1.00
3892	CHERYL A. WALTERS	TEACHER	1.00
3898	CAROL E. WALSH	TEACHER	1.00
3970	LANNY W. WHITTEN	TEACHER	1.00
4	SHARON G. GREENGLASS	TEACHER	1.00
402	LISA A. BODWELL	TEACHER	1.00
409	JOESPH T. BERRY	TEACHER	1.00
4096	SARA S. YOUNG	TEACHER	1.00
420	JEANNIE BERUBE	TEACHER	1.00
434	PAUL R. BIBEAU	TEACHER	1.00
471	GLENN E. BLACK	TEACHER	1.00
473	LEONA L. BLATT	TEACHER	1.00
479	CONSTANCE M. CAMPBELL	TEACHER	1.00
494	DENNIS G. BODWELL	TEACHER	1.00
5	DOROTHY H. BRADFORD	TEACHER	1.00
5003	PAMELA J. BRIDGE	TEACHER	1.00
5005	SANDRA ZERBINOPOULOS	TEACHER	1.00
5010	ELIZABETH A. CARLSON	TEACHER	1.00
5038	SANDRA S. DUMONT	TEACHER	0.50
5063	MATTHEW D. MURRAY	TEACHER	1.00
5089	NATHAN C. HALL	TEACHER	1.00
5090	LISA M. FARRELL	TEACHER	0.50
5094	AMBER M F BURKS	TEACHER	1.00
5116	LYNDA J. WILSON-DININO	TEACHER	0.60
5124	MAUREEN M. FULFORD	TEACHER	1.00
5125	KENTON W. CHAPMAN	TEACHER	1.00
5129	PRUDENCE R. TODD	TEACHER	1.00
5131	CORY STEERE	TEACHER	1.00
5132	AMY BAYHA	TEACHER	1.00
5209	ANDREW D. LUCAS	TEACHER	1.00
5219	NATHAN R. BEAN	TEACHER	1.00
5220	THOMAS A. BATTLES	TEACHER	1.00
5223	ELLEN D. MCENANEY	TEACHER	1.00
5225	LORALIE F. MILDNER	TEACHER	1.00
5226	MICHELLE H. ROBERTS	TEACHER	1.00
5238	KATHRYN E. REAGAN	TEACHER	1.00
5239	MICHELE D. CHADBURN	TEACHER	1.00
5240	ERIN C. NEALE	TEACHER	0.60
5241	NOAH J. PHILLIPS	TEACHER	1.00

5242	LAURIE JACQUES	TEACHER	1.00
5244	EMILY L. FLAHERTY	TEACHER	1.00
5245	AMY L. ROY	TEACHER	1.00
5246	CINDY L. THOMSON	TEACHER	1.00
5253	MICHAEL A. BENNETT	TEACHER	1.00
5256	EDWARD L. SHAROOD	TEACHER	0.50
5257	KATHERINE L. CMAYLO	TEACHER	1.00
5260	MARY LOU SELSBY	TEACHER	1.00
5264	ELISABETH G. GLIDDEN	TEACHER	1.00
5272	PAMELA DUBE	TEACHER	1.00
5275	DAVID P. FERRICK	TEACHER	1.00
5281	THOMAS A. POST	TEACHER	1.00
5303	GEOFFREY A. DREW	TEACHER	1.00
5306	MELISSA D. LUETJE	TEACHER	1.00
5330	THERESA S. POST	TEACHER	1.00
5353	RUTH ELLEN CIALFI	TEACHER	1.00
5389	DIANE M. BINGER	TEACHER	1.00
5392	JOANNE W. ABRAMS	TEACHER	0.80
540	KAREN P. BRAGDON	TEACHER	1.00
5402	AARON GERMANA	TEACHER	1.00
5405	JASON G. CREPEAU	TEACHER	1.00
5406	MARSHA A. DARBY	TEACHER	1.00
5408	THOMAS E. DUPUIS	TEACHER	1.00
5414	GWYNETH J. NICHOLSON	TEACHER	1.00
5415	MOLLY R. PIERCE	TEACHER	1.00
5416	BARRY K. SAUNDERS	TEACHER	1.00
5417	BRENT D. SIROIS	TEACHER	1.00
5419	ERICA L. SULLIVAN	TEACHER	1.00
5421	THOMAS A. TAYLOR	TEACHER	1.00
5422	SEAN P. WATSON	TEACHER	1.00
5423	SHEILA F. WELLS	TEACHER	1.00
5453	CHRISTINE A. PESKURICH	TEACHER	1.00
5471	KAREN P. CAMPANELLA	TEACHER	1.00
5472	JENNIFER M. COTY	TEACHER	1.00
5473	MARY GRADY-HEBERT	TEACHER	0.66
5474	LISA M. HAITH	TEACHER	0.50
5475	LAURIE L. HALL	TEACHER	1.00
5477	SUSAN E. JOAKIM	TEACHER	1.00
5478	JEFFREY R. KUGLER	TEACHER	1.00
5479	RACHEL A. MCCARTHY	TEACHER	1.00
5480	MICHAEL O'BRIEN	TEACHER	1.00
5481	KATHLEEN H. SCOTT	TEACHER	1.00
5482	JULIE A. URBAN	TEACHER	1.00
5484	MAUREEN WYNNE	TEACHER	1.00
5526	BONNIE S. BUSHNELL	TEACHER	0.60
5527	LORRAINE M. CURTIS	TEACHER	1.00
5528	MARY E. DANCAUSE	TEACHER	1.00
5529	JOHN R. DESIMONE	TEACHER	1.00
5531	SEAN S. HANSON	TEACHER	1.00
5533	JAMIE W. JENSEN	TEACHER	1.00

5534	ANDREW D. YOUNG	TEACHER	1.00
5553	SAMUEL S. SMITHWICK	TEACHER	1.00
5587	JAMES T. WILLIAMS	TEACHER	1.00
5591	CAROL-LEE ELKINGTON	TEACHER	0.50
5622	LISA K. D'ORSO-PALMER	TEACHER	0.50
5700	CHRISTINE M. JOHNSON	TEACHER	0.50
5701	MIRIAM MESERVE	TEACHER	1.00
5703	PRISCILLA ST. JOHN	TEACHER	1.00
5719	TARA TRAVIS	TEACHER	0.64
6	LUKE N. HOWELL	TEACHER	1.00
63	SHERIDA N. ROUBO	TEACHER	1.00
650	LINDA E. WARD	TEACHER	0.60
753	BRENDA L. CASE	TEACHER	1.00
762	VICTORIA D. CHERRY	TEACHER	1.00
771	GREGORY S. CHURCH	TEACHER	1.00
780	DORIS E. STUART	TEACHER	1.00
840	ROBERTA F. COATES	TEACHER	1.00
9	KATHRYN M. BREITENFIELD	TEACHER	1.00
910	SUSAN F. CRESSEY	TEACHER	1.00
916	THERESA M. CURRAN	TEACHER	1.00
919	LOUISE M. CZUPRYNA	TEACHER	1.00
920	CLAUDIA A. DALTON	TEACHER	1.00
924	JOHN D. DALEY	TEACHER	1.00
970	MICHAEL M. DENNISTON	TEACHER	1.00
9144	ROBIN A. MILLIARD	TRANSP SEPT - AUG	1.00
9173	REND A. J. HUBERT	TRANSP SEPT - AUG	1.00
9230	SHEILA K. STRAYER	TRANSP SEPT - AUG	1.00
9240	ROBERT A. ARNAUDIN	TRANSP SEPT - AUG	1.00
9300	LOIS C. NIGHTINGALE	TRANSP SEPT - AUG	1.00
9308	CHERYL L. DUMAS	TRANSP SEPT - AUG	1.00
9338	WALTER D. STRAYER	TRANSP SEPT - AUG	1.00
9341	CARONELLE J. BILLINGS	TRANSP SEPT - AUG	1.00
9361	MARY ELLEN HANSON	TRANSP SEPT - AUG	1.00
9424	JULIE M. HUFF	TRANSP SEPT - AUG	1.00
9510	PATRICIA P. BOURQUE	TRANSP SEPT - AUG	1.00
9630	JO-ANNE C. BOURQUE	TRANSP SEPT - AUG	1.00
9164	WILLIAM L. TEMPLE	TRANSPORTATION	1.00
9174	LAURIE M. KNIGHT	TRANSPORTATION	1.00
9944	FRANK WEST	TRANSPORTATION	1.00

## ARUNDEL EMPLOYEES NON-CONTRACTUAL

[illegible]



7.62 – ARUNDEL – Bargaining Agreement – The Arundel Teacher's Association

7.63 – ARUNDEL – Bargaining Agreement – Arundel Ed Tech Association

7.64 – ARUNDEL – Agreement between Arundel Superintendent, School Committee, and the Teamsters Union Local 430 for the School Bus Drivers

**EXHIBIT 7.2 (List of current contracts 7.5 through 7.64)**

SAU	Positions Included in Bargaining Unit	Next Termination Date
MSAD 71	Teachers, nurses	August 31, 2009
MSAD 71	Ed techs	August 31, 2009
MSAD 71	Bus drivers	August 31, 2009
MSAD 71	Bus Aides	August 31, 2009
MSAD 71	Custodial, Maintenance	June 30, 2009
Arundel	Teachers	August 31, 2009
Arundel	Ed Techs, support staff	August 31, 2009
Arundel	Bus drivers	August 31, 2011

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of July 1, 2009.

C. Other School Contractual Obligations. A list of all contracts to which the existing SAUs are a party and that will be in effect as of the operational date as listed as Exhibit 7-C below.

The RSU shall assume the following contracts as of the operational date:

**Exhibit 7-C**

**7.17-MSAD71 Google Mini Upgrade Contract**

**7.18-MSAD71 Network Solutions Contract**

**7.19-MSAD71 Ardence Contract**

**7.20-MSAD71 LivingDot Inc. Contract**

**7.21-MSAD71 BrainPOP Contract**

**7.22-MSAD71 SonicWall Contract**

**7.23-MSAD71 NetWorks and More Contract**

**7.24-MSAD71 Higgins/Microsoft Contract**

**7.25-MSAD71 LivingDot Inc. Contract**

**7.26-MSAD71 GRISOFT Contract**

**7.27-MSAD71 SonicWall Contract**

**7.28-MSAD71 Acronis Contract**

**7.29-MSAD71 Feedplitz Contract**

**7.30-MSAD71 Plymouth Rocket Contract**

**7.31-MSAD71 ACTEM Contract**

**7.32-MSAD71 dotmac Mail and idisk Storage Contract**

*7.33-MSAD71 Pearson Contract*  
*7.34-MSAD71 NPV Inc. Contract*  
*7.35-MSAD71 Teacher-Web Contract*  
*7.36-MSAD71 MLTI Contract*  
*7.37-MSAD71 LivingDot Inc. Contract*  
*7.38-MSAD71 Cannon Communications Contract*  
*7.39-MSAD71 GoDaddy.Com Contract*  
*7.40-MSAD71 Discovery Education Contract*  
*7.41-MSAD71 Discovery Education Contract*  
*7.42-MSAD71 Tyler Technologies Contract*  
*7.43-MSAD71 Granite State Gas Contract*  
*7.44-MSAD71 Pitney Bowes Contract*  
*7.45-MSAD71 SPC Specialized Purchasing Consultants Contract*  
*7.46-MSAD71 Medicaid Billing Services Contract (MSBS)*  
*7.47-MSAD71 DownEast Energy Contract*  
*7.48-MSAD71 Roof Management Services Contract*  
*7.49-MSAD71 Mechanical Services Inc. Contract*  
*7.50-MSAD71 Corcoran Environmental Services Contract*  
*7.51-MSAD71 Waste Management Contract*  
*7.52-MSAD71 UniFirst Contract*  
*7.53-MSAD71 Maine Mathematics and Science Alliance Contract*  
*7.54-MSAD71 University of Maine System*  
*7.55-MSAD71 Packeteer, Inc. Contract*  
*7.56-MSAD71 Green Pages Contract*  
*7.61-Contract for Education of Middle School Pupils of the Town of Arundel at Thornton Academy*

The SAU Board and superintendent shall seek to terminate or negotiate for termination of the following contracts prior to the operational date: NONE AT THIS TIME

### Exhibit 7-C

SAU	Department	Contracting Party	Type of Contract	Expiration Date	Attachment
MSAD #71	Special Ed	Cole, Christy Ann	Clinical Professional Counseling Services	06/30/09	7-6
MSAD #71	Special Ed	McFarland, Shannon	Evaluation, Consultation & Travel Services	06/30/09	7-10
MSAD #71	Special Ed	Wojcik, Dr. Joseph	School Psychological Services	06/30/09	7-11
MSAD #71	Special Ed	Maxcy, Deborah	Transition Consultant	06/30/09	7-12***
MSAD #71	Technology	Gateway CDI Google	Technology Support	10/24/08	7-13
MSAD #71	Technology	Network Solutions	Domain Name Renewal	08/07/12	7-14
MSAD #71	Technology	Ardence	Subscription Service	08/01/09	7-15
MSAD #71	Technology	LivingDot, Inc.	Blog Hosting	08/30/08	7-16
MSAD #71	Technology	BrainPOP	Animated Education Movie Subscription	08/01/09	7-17
MSAD #71	Technology	Higgins Office Products	SonicWall Support	04/26/09	7-18
MSAD #71	Technology	Networks & More Inc.	Troubletraker Pro Subscription	12/06/09	7-19
MSAD #71	Technology	Higgins Office Products	Microsoft School Agreement	12/01/08	7-20
MSAD #71	Technology	LivingDot, Inc.	Blog Hosting	01/19/09	7-21
MSAD #71	Technology	Grisoft, Inc.	AVG Network Edition Anti-Virus	01/30/09	7-22
MSAD #71	Technology	Higgins Office Products	SonicWall SSL VPN Support	02/12/09	7-23
MSAD #71	Technology	Acronis, Inc.	True Image Server Support	05/16/09	7-24
MSAD #71	Technology	FeedBlitz	Blog to Email Subscription	08/01/09	7-25
MSAD #71	Technology	Plymouth Rocket, Inc.	EventKeeper Service	07/06/09	7-26
MSAD #71	Technology	ACTEM	Membership	06/30/09	7-27
MSAD #71	Technology	Mac	Mac Mail & iDisk Storage	07/13/09	7-28
MSAD #71	Technology	NCS Pearson	PowerSchool Premier Maintenance	07/12/09	7-29
MSAD #71	Technology	TeacherWeb	Teacher Web Sites MSK 30	08/01/09	7-31
MSAD #71	Technology	MLTI	Laptops 6th Grade Lease	08/15/10	7-32
MSAD #71	Technology	LivingDot, Inc.	Domain Registration	08/30/09	7-33
MSAD #71	Technology	Open Text Corp	FirstClass Licenses	09/30/09	7-34
MSAD #71	Technology	GoDaddy.com	Turbo SSL (Hosting)	03/11/10	7-35
MSAD #71	Technology	Discovery Education	United Streaming Videos KES	06/30/09	7-36
MSAD #71	Technology	Discovery Education	United Streaming Videos CONS	09/24/09	7-37
MSAD #71	Technology	Verizon	Point to Point T1 Services	01/01/11	not available
MSAD #71	Business	Advanced Data Systems	Financial Software & Server Maintenance	06/30/08	7-38
MSAD #71	Business	Granite State Gas	Sewer Line Agreement	infinity	7-39
MSAD #71	Business	Pitney Bowes	Mail Machine Lease		7-40
MSAD #71	Business	SPC, Inc.	Copier Maintenance	04/01/10	7-41
MSAD #71	Business	Ocean National	Credit Card (3)	on going	on file
MSAD #71	Business	Home Depot	Credit Card (Maintenance)	on going	on file
MSAD #71	Business	Lowe's	Credit Card (Maintenance)	on going	on file
MSAD #71	Business	Office Max	Credit Card (Special Ed)	on going	on file
MSAD #71	Business	Wal-Mart	Credit Card (1 for each school)	on going	on file
MSAD #71	Special Ed	Multi State Billing	MaineCare Billing Service	08/31/09	7-42
MSAD #71	Maintenance	Down East Energy	#2 Fuel Oil, Gas, Diesel	07/31/09	7-43
MSAD #71	Maintenance	Mechanical Services, Inc.	Preventive Maintenance Heating Equipment	04/30/09	7-45
MSAD #71	Maintenance	Corcoran Environmental Services	Hauling / Organic Waste Recycling	08/30/08	7-46
MSAD #71	Maintenance	Waste Management	Solid Waste Removal	09/30/08	7-47
MSAD #71	Transportation	Unifirst	Mechanic Protective Clothing	09/30/11	7-48
MSAD #71	Curriculum	ME Math & Science Alliance	Professional Development	06/30/08	7-49

MSAD #71	Technology	University of Maine System	Internet Access Fiber Service	07/31/10	7-50
MSAD #71	Technology	Packeteer/Bluecoat Systems	Packet Shaper	08/01/09	7-51
MSAD #71	Technology	Barracuda Networks	Content Filtering	08/01/09	7-52
MSAD #71	Special Ed	Whitehead, Charles	Psych Evaluator	06/30/09	7-53***
MSAD #71	Special Ed	Macomber, Bill	Social Work	06/30/09	7-54
MSAD #71	Special Ed	Equest	Therapeutic Horseback Riding	06/30/09	7-56
MSAD #71	Special Ed	Spurwink Services	Therapeutic Preschool	06/30/09	7-59
MSAD #71	Special Ed	UNE COTC	Occupational Therapy	06/30/09	7-60
MSAD #71	Special Ed	Mark Hammond Associates	Speech Therapy	06/30/09	7-61
MSAD #71	Special Ed	Mainely Kidz PT	Physical Therapy Services	06/30/09	7-62
MSAD #71	Special Ed	Winston, Kristin	Consult Services	06/30/09	7-63
MSAD #71	Special Ed	Spurwing Services/Jen Corbeil	Physical Therapy Services	06/30/09	7-64
MSAD #71	Special Ed	Burns, Kristin J	Physical Therapy Services	06/30/09	7-65
***contract ready September 2008					

**8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.**

A. Existing Financial Obligations. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan.

Existing financial obligations shall include the following:

- (i) all accounts payable;
- (ii) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example summer salaries and benefits; and
- (iii) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

B. Remaining Balances. The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4). Unless the Legislature otherwise provides, in the case of a school administrative district, community school district or other regional school district (collectively, "district"), the school board of the district shall specify in writing to the regional school unit board how the region shall allocate transferred remaining balances between district members. Unless the Legislature otherwise provides, if the district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4), or, as may be preferable in the case of a district, at any time before the district has closed its accounts and ceased normal operations.

C. Reserve Funds. SAUs shall transfer remaining balances of reserve funds to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the region.

D. Scholarship Funds. SAUs shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law.

E. Trust Funds. SAUs shall transfer trust funds to the region. The regional school union board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

**9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.**

The Planning Committee recommends this draft process plan for the Transition Year Budget Development. Part A is a draft for development of a first year Operational Budget, and Part B is a draft for developing and establishing interim personnel policies. The planned Operational Date for the RSU is July 1, 2009.

The initial RSU Board shall be elected in accordance with 20-A MRSA subsection 1472-A and shall have the transitional powers and duties provided by 20-A MRSA subsection 1461-A.

**Transition Plan for Budget Development (Dec. 2008 to June 2009)**

- Major Budget questions to be answered:
  1. Does it meet the educational goals of the RSU?
  2. What is the possible financial impact to the communities?
- Identify (if possible) any new FY 09-10 initiatives and proposals based on FY 08-09 proposals.
- Incorporate 1Q08 Legislative changes into a revised plan

**LABOR COMPONENT**

- Based on FY 08-09 budgets, estimate FY 09-10 *labor* budget as follows:
  1. Identify combined SAD71/Arundel staffing including identified changes
  2. Estimate Student count
  3. Develop Staffing projections using current contract agreements/extensions
  4. Review preliminary estimates with Finance Committees (what have increases been, where are we going)
  5. Develop FTE projections and EPS ratio comparisons
  6. Project health, dental and salary benefits including assumptions
  7. RESULT: 75% of the budget estimate is complete

**NON-LABOR COMPONENT**

- Develop *non-labor* budget component for each site jointly with Administrators
- Begin review and explanation of the proposed budget as compared with current FY and previous FY budgets
- Conduct preliminary status review with school finance committee; identify early issues

#### OBTAIN REQUIRED DOE INPUTS

- Send preliminary ED279 data to DOE for staff, student, and financial budgets.
- Receive from DOE: FY 09-10 ED279 (EPS) revenue/expenditure estimates including key parameters such as: Mill Rate, Valuations, etc.

#### INDIVIDUAL BUDGET MEETINGS

- Schedule individual budget meetings with Superintendent, Assistant Superintendent for review and explanation of personnel and non-labor projections, enrollment projections
- Review previous and current fiscal year projections compared with proposed budget
- Review with Finance Committee current status vis-à-vis recommendations and areas of difficulty
- Review estimated Revenue sources
- Develop Community Impact Estimate

#### PUBLIC PRESENTATIONS

- Prepare and publish segmented Public Presentation Timeline integrated with School Board meetings. Explain revenue sources and expenditures:
  1. Those generated by the District:
    - Tuition Students – including SPED
    - Gate receipts, lease revenue and interest income, etc.
  2. State Aid: Debt Service & GPA
  3. Assessments to Towns
  4. Projected expenditures

#### PREPARE BUDGET FOR VOTER REFERENDUM and TOWN ASSESSMENTS

- RSU Board approves FY 09-10 budget
- Voters approve Budget Articles by Budget Validation Referendum by June 2009
- Towns establish Tax Rates for FY 09-10

### **9 B. Transition Plan for Personnel Policies.**

All personnel policies existing in the previous school administrative units shall continue to apply to the same employment positions after they become part of the regional school unit. The regional school unit board and superintendent will develop and adopt region-wide policies in accordance with applicable law.

Note that significant differences exist today between salaries and benefits within the proposed consolidated RSU towns. Sensitivity to taxpayer acceptance of rapid change (increase) in taxes will need to be factored into region-wide plans.



**10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.**

Minutes of the following public meeting(s) held to prepare or review the reorganization plan are attached as Exhibit 10-A:

<b>Date of Public Meeting</b>	<b>Time</b>	<b>Location</b>
May 3, 2007	6:30-9:00 PM	WOCSD Office mtg rm
June 11, 2007	6 – 7 PM	Kennebunk Town Hall
July 20, 2007	5 – 6:30 PM	WOCSD Office mtg rm
July 23, 2007	5 – 6:30 PM	Kennebunkport North St. Fire station meeting room
July 25, 2007	9 to 3	Drummond Woodsum seminar
July 31, 2007	7 – 9 PM	Kport North St. mtg rm
August 6, 2007	7 – 9 PM	Mildred Day School, Arundel
August 16, 2007	7 – 9 PM	WOCSD Office mtg rm
August 20, 2007	7 – 9 PM	WOCSD Office mtg rm
August 30, 2007	4 – 6 PM	Kport North St. mtg rm
September 18, 2007	7 – 9 PM	Mildred Day School, Arundel
September 24, 2007	9 to 3	Drummond Woodsum seminar
September 24, 2007	6 – 7 PM	Kennebunk Town Hall
October 3, 2007	9 to 3	Tour of all Arundel and MSAD 71 schools (six buildings)
October 16, 2007	7 – 9 PM	Middle School of the Kennebunks
October 30, 2007	7 – 9 PM	Kport North St. mtg rm
November 1, 2007	6:30 – 8:30 PM	YCCC; York County Superintendents seminar
November 7, 2007	7 – 9 PM	Mildred Day School, Arundel
November 15, 2007	7 – 9 PM	Kport North St mtg rm
November 19, 2007	7 – 9 PM	Middle School of the Kennebunks
November 29, 2007	7 – 9 PM	Middle School of the Kennebunks
January 7, 2008	7 – 9 PM	Kennebunk Town Hall
January 15, 2008	7 – 9 PM	Kennebunk Town Hall
January 23, 2008	7 – 9 PM	Kennebunkport Fire Station
January 30, 2008	7 – 9 PM	Kennebunkport Fire Station

February 27, 2008	7 – 9 PM	Kennebunkport Fire Station
April 30, 2008	7 – 9 PM	Kennebunkport Fire Station
May 28, 2008	7 – 9 PM	Kennebunkport Fire Station
June 25, 2008	7 – 9 PM	Kennebunkport Fire Station
July 9, 2008	7 – 9 PM	Kennebunkport Fire Station
July 23, 2008	7 – 9 PM	Kennebunkport Fire Station
August 5, 2008	7 – 10 PM	Kennebunk Town Hall
August 19, 2008	7 – 10 PM	Kennebunkport Fire Station
August 27, 2008	7 – 10 PM	Kennebunk Town Hall
September 25, 2008	7 – 10 PM	Kennebunk Town Hall
October 3, 2008	10-12	Central Office
October 6, 2008	7-8 PM	Kennebunk Town Hall

**11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.**

If one or more of the proposed members of the region fail to approve the plan, the SAUs that approve the plan shall proceed as follows:

**Option A:** If the plan is rejected by one or more SAUs, the region shall not be formed under this plan, and the SAUs shall re-start the process to form a regional school unit with the same or other school administrative units and may seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX-36(11).

The committee recommends that the best choice to allow for a reworking of the plan and assuring a voice to the communities should either community vote the first plan down is to utilize Option A of the Drummond Woodsum template. The reason for choosing this option is that A gives opportunity to go directly back to the communities to address the concerns and it is the option that has the least automatic intervention from the state.

**12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.**

Possible savings from RSU integration:

Administration		Estimated Savings Amount
First year	Identify open positions that can be left open, with the use of collaborative aid from the other district	\$ 0
Second year and beyond	Eliminate duplicate administrative positions (superintendent, finance, and clerical)	\$60,000
Special Education		Estimated Savings Amount
First year	Identify open positions that can be left open, with the use of collaborative aide from the other district	\$ 0
	Identify out of district placements that could be brought in	\$ 0
Second year and beyond	Eliminate duplicate administrative positions (director level, etc.)	\$ 0
Transportation		Estimated Savings Amount
First year	Identify open positions that can be left open, with the use of collaborative aide from the other district	\$ 0
Second year and beyond	Eliminate duplicate administrative positions (manager, maintenance, drivers)	\$0
	Identify out of district trips that can be combined	\$5,000
Facilities/Maintenance		Estimated Savings Amount
First year	Identify open positions that can be left open, with the use of collaborative aid from the other district	\$ 0
	Identify portions of facilities that do not need to be taken on by the new RSU	\$ 0
	Share all required summer programs into one building	\$10,000

Second year and beyond	Eliminate duplicate administrative positions (manager, maintenance)	\$0
	Identify creative uses for excess land (i.e. Workforce housing at KES)	\$ 0

**Total Estimated Savings from consolidation** **\$ 75,000**

Due to the necessity of bringing Arundel contracts in line with MSAD 71 contracts, we estimate that the consolidation will cost RSU citizens approximately \$700,000 in the first three years in order to comply with the 2012 deadlines set forth in the reorganization law. The RSU board would be expected to implement reductions of non-classroom staff and other general non-classroom categories throughout the district to substantially offset the costs of salary harmonization over the three-year period (July 1, 2009 through 2012).

If the plan is NOT passed, the penalties for non-compliance would result in the following negative cost-savings if Arundel or SAD 71 remains alone.

		Arundel	MSAD 71
Penalty for first year of non-compliance	as calculated by DOE per Title 20-A section 15696	\$120,100	\$637,349

The penalty is applied as a reduction in each district's state allocation annually. The penalty includes a 2% increase in the expected mill rate, a reduction in the cost component for system administration, ineligibility for transition adjustments, and less favorable consideration for approval and funding of school construction. (from Title 20-A, Section 15696).

**13. Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.**

**13-A. Plans to reorganize administration, transportation, building and maintenance and special education.**

See Section 12.

### **13-B. Cost Sharing in Regional School Units**

One of the most important principles that came out of all of the RSU discussions was that each town should be able to retain an elementary school as elementary schools are often the heart of a small town. Communities such as Arundel and Kennebunkport that are home to just one school are most deeply affected by the loss of their only school. The RSU Planning Committee consensus was that this principle of elementary school preservation was important enough to include as part of the over-EPS cost sharing agreement.

The selectmen in each town worked on this issue during July and August. Their recommendations were presented to the RSU Planning Committee on August 19 and a vote was taken. At the following meeting on August 27, the original vote was reconsidered after a lengthy discussion. The proposal detailed below was voted on at that meeting; the motion passed with 12 in favor, 1 against, and 2 absent.

#### **Section 1**

The regional school unit may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes. The additional local costs of operating the regional school unit shall be shared among all the municipalities within the regional school unit on the basis of the following formula:

- a) 60% shall be shared on the basis of the fiscal capacity of each member municipality; and
- b) 40% shall be shared on the basis of the number of resident pupils in each member municipality.

#### **Section 2**

##### **A**

The formula in Section 1 for sharing the additional local costs of operating the regional school unit shall be modified as stipulated in Section 2 B in the event that either (1) the regional school unit ceases to operate at least one K-5 elementary school in each of the three member municipalities, or (2) the regional school unit board takes action to close an elementary school that results in a member municipality becoming liable for additional expense to keep the school open and that results in there being no K-5 elementary school located in that municipality.

##### **B**

1. If the elementary school in Kennebunkport or Arundel is closed and is not replaced by another kindergarten through grade 5 elementary school located in Kennebunkport or Arundel, or the regional school unit board takes action to close the Kennebunkport or Arundel elementary school that results in Kennebunkport or Arundel becoming liable for additional expense to keep the school open, the formula in Section 1 for sharing the additional local costs of operating the

regional school unit shall be modified such that the additional local costs of operating the regional school unit are shared among all the municipalities within the regional school unit in accordance with the statutory formula for local cost sharing set forth in 20-A M.R.S.A §15688(3-A).

2. If an elementary school in Kennebunk is closed and there is not another kindergarten through grade 5 elementary school remaining in Kennebunk, or the regional school unit board takes action to close a Kennebunk elementary school and there is not another kindergarten through grade 5 elementary school remaining in Kennebunk, and if this action by the regional school unit results in Kennebunk becoming liable for additional expense to keep the school open, the formula in Section 1 for sharing the additional local costs of operating the regional school unit shall be modified as follows:
  - a) The percentage share of the total additional local costs assessed to Kennebunk shall be reduced by four and one-half percent from the assessment of the fiscal year preceding the effective date of closure, and
  - b) The percentage share of the total additional local costs assessed to Kennebunkport and Arundel shall be increased by 2 and one-quarter percent each from the assessment of the fiscal year preceding the effective date of closure.

Section 2 shall not be interpreted to modify the statutory procedures for closing a school in a regional school unit, including but not limited to statutory provisions governing a municipality's liability for the expense of keeping a school open following a vote by the regional school unit board to close the school.

The local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the regional school unit. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688.

Debt existing prior to the formation of the RSU shall be paid by Arundel for Arundel School District's existing local-only debt and by MSAD 71 for MSAD 71's existing local-only debt; MSAD 71's existing local-only debt will be shared by Kennebunk and Kennebunkport at the old charter formula of 70% based on property value and 30% based on pupil count.

The calendar of reapportionment review shall follow the calendar of the cost sharing formula review.

The method of amending the cost sharing formula is as follows:

- A. The first review of the cost sharing formula after the RSU formation will occur 5 years after the formation of the RSU. Each subsequent review will occur within 6 months after each decennial census results become available.



- B. The cost sharing formula shall also be reviewed if requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the regional school unit, or if approved by a majority of the full regional school unit board. The regional school unit board shall hold at least one meeting of municipal representatives to reconsider the method of sharing costs. The regional school unit shall give at least 15 days' notice to each municipality comprising the region of any meeting.
- C. Each member municipality must be represented at the meeting or meetings by 2 representatives chosen at large by its municipal officers, and one member of the regional school unit board chosen by the municipality's municipal officers.

Prior to the first meeting of municipal representatives, the region shall engage the services of a facilitator selected from the list, if any, maintained by the commissioner. The facilitator shall:

(1) At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the region;

(2) Solicit and prepare a balanced summary of the concerns of the municipal officials, educators and the public about the current method of cost sharing; and

(3) Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

- D. A change in the method of sharing costs may only be approved by a majority vote of the municipal representatives present and voting.
- E. If a change in the cost-sharing method is approved by a majority of the municipal representatives meeting pursuant to paragraph A or B, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a 2/3 supermajority vote of the regional school unit as a whole in a referendum called and held for this purpose in accordance with sections 1501-1504 of Title 20-A.
- F. If approved at referendum, assessments made by the regional school unit board thereafter must be made in accordance with the new method of sharing costs.
- G. The secretary of the region shall notify the state board that the region has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.

### **13-C. Election of initial board of directors.**

Within 30 days of the issuance of a certificate of organization for the regional school unit by the State Board of Education, the members of the school boards of MSAD 71 and Arundel within the RSU shall conduct a joint meeting for the purpose of electing an interim secretary of the regional school unit and determining a date for the election of the initial board of directors of the regional school unit. The interim secretary shall notify the municipal officers of the member municipalities of the regional school unit of the date of the election. The election shall be conducted in accordance with Title 30-A Chapter 121 of the Maine Revised Statutes, as amended by Section 1473(2) of Chapter 103-A of Title 20-A of the Maine Revised Statutes, except that the election duties of the secretary and board of directors of the regional school unit shall be performed by the interim secretary. The duties of the interim secretary shall include:

- 1) notification of the municipal officers of the date of the election;
- 2) furnishing nomination papers at least 10 days before the deadline for filing nomination papers;
- 3) receipt of completed nomination papers in accordance with 20-A M.R.S.A. §1473;
- 4) preparation and distribution of election ballots in accordance with 20-A M.R.S.A. §1473;
- 5) receipt of town clerk's certification of the results of the voting in each member municipality;
- 6) tabulation of the town clerk's certification of the results of the voting in each municipality;
- 7) accepting any recount petitions that may be filed pursuant to 20-A M.R.S.A. §1473; and
- 8) totaling the votes cast for each candidate and notifying the clerks in each municipality, the candidates, and the Commissioner of Education of the final results of the voting and the names and addresses of the persons elected as directors.

In accordance with 20-A M.R.S.A. §1473(1), the clerk of each municipality within the regional school unit shall forward the name(s) and address(es) of the director(s) elected to represent that municipality to the State Board of Education with such other data with regard to their election

as the State Board of Education may require. On receipt of the names and addresses of all of the directors, the State Board of Education shall set a time, place and date for the first meeting of the directors and give notice to the directors in writing, sent by registered or certified mail, return receipt requested, to the address provided by the municipalities.

Each board member shall serve a 3-year term, except that the initial terms of the members of the first regional school unit board shall be staggered as provided by PL 2007 Chapter 240 Part XXXX-40 below:

**Initial Staggered Board of Director Terms**

Town	No. of Directors	June 2009	June 2010	June 2011	June 2012	June 2013	June 2014	June 2015
Arundel	3	1	3			3		
		2		3			3	
		3			3			3
Kennebunkport	3	1	3			3		
		2		3			3	
		3			3			3
Kennebunk	6	1	3			3		
		1	3			3		
		2		3			3	
		2		3			3	
		3			3			3
		3			3			3

Note # 1: The initial terms will last 1 ½ years, 2 ½ years, and 3 ½ years since the members of the RSU Board of Directors will begin their work as soon as elected in January 2009. The six month period between January 2009 and July 2009 will be a transition period where existing school boards will be completing their duties and the RSU Board will be beginning their responsibilities.

Note #2: The only time there will be candidates running for 1 ½, 2 ½, and 3 ½ year terms will be during the initial twelve member election. Thereafter, all terms will be for a three-year duration. No one election year will see more than four of the twelve seats open.

### **13-D. Tuition Contracts and School Choice**

#### **1. Tuition Contracts**

The following tuition contracts are in existence as of the date of this Plan:

<b>SAU</b>	<b>Other Party</b>	<b>Description</b>	<b>Termination Date</b>
Arundel	Thornton Academy Middle School		June 30, 2016

The above tuition contract will be assumed by the RSU unless terminated by the town of Arundel prior to the operational date of the RSU. If at any point during the life of this contract that either side should choose to terminate the contract, accommodations will be made to allow students already attending TAMS to complete their middle school education at TAMS.

**\*This contract is listed in Exhibit 7.C. – Contract for Education of Middle School Pupils of the Town of Arundel at Thornton Academy.**

#### **2. School Choice**

The following SAUs offer some or all of their students a choice of which school to attend:

<b>SAU</b>	<b>Description</b>
Arundel	All students 9-12 may choose to attend any secondary school approved for tuition purposes.

Choice of schools will be preserved for Arundel's grade 9 to 12 students in accordance with 20-A MRSA section 1479.

### **13-E. Claims and Insurance**

Arundel has no claims (see attached letter from Cole-Harrison Insurance)

#### **Disclosure of claims**

The parties are aware of the following lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of September 1, 2008.

SAU	Claimant	Title of Proceeding	Jurisdiction	Nature of claim
MSAD 71	MSAD71	Town of Kennebunk v. MSAD71, et al. Docket No. YOR-CV-06-226	York County	Lawsuit

#### ***Supporting Documentation:***

***13-E-1 – MSAD71 Package Policy***

***13-E-2 – ARUNDEL Cole-Harrison Correspondence , Morris Insurance, Workers' Comp Claims***



13-EE2

September 11, 2008

Mildred L. Day School  
600 Limerick Road  
Arundel, ME 04046

Re: Claims Status a of 9/11/2008

Dear Supt. Hadley,

As we discussed, the insurance for the Arundel School Department/ Mildred L. Day School has no open/ active claims in regards to the following lines of coverage:

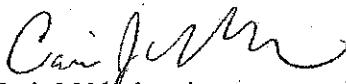
- General Liability including Employee Benefits Liability & Nurses Professional Liability
- School Board Liability/ Educators Legal Liability including EPLI
- Workers Compensation
- Business Auto Liability (Bodily Injury/Property Damage)

There are no new/ active &/or open claims as of today's date for the above lines of coverage.

Furthermore, there are no Property Claims either.

Please let me know if you have any questions or need any further information to pass along for the school consolidation process.

Sincerely,

  
Carrie J. Mekkelson, Agent  
[cmekkelson@coleharrison.com](mailto:cmekkelson@coleharrison.com)  
Ph. (207) 985-3361 ext. 119  
Fx. (207) 985-7977

83 Main Street / P.O. Box 358 / Kennebunk, Maine 04043 / 207 985-3361 / 800 287-3361 / FAX 207 985-7977  
27 Walker Street / Kittery, Maine 03904 / 207 439-5981  
Carrabassett Valley, Maine 04947 / 207 235-2642

website: [www.coleharrison.com](http://www.coleharrison.com) email: [info@coleharrison.com](mailto:info@coleharrison.com)



Exhibit 13-E2

September 25, 2008

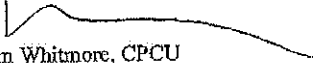
MSAD #71  
87 Fletcher Street  
Kennebunk, ME 04043-6866

RE: Insurance Claims

Dear Jim:

This is to advise that there are no open claims with MSAD #71 except for workers compensation.

Sincerely,

  
Kim Whitmore, CPCU  
Vice President

Kennebunk Savings Financial Center • 50 Portland Road • PO Box 770 • Kennebunk, Maine 04043 • 207.985.2941 • FAX: 207.985.3122  
Offices also in: Berwick, Kittery, Sanford, Wells, and York  
Connecting all locations: 800.794.2941

Exhibit-13.E-2

WORKERS COMP CLAIMS 2007-2008									
OUR CLAIM #	DO	OCCUPATION	LOCATION	INJURY					
538-07	7/24/2007	CUSTOMER	CONSOLIDATED	HIP STRAIN					
539-07	8/2/2007	CUSTOMER	KHS	CHEST PAIN & PAINING					
540-07	8/2/2007	SECRETARY	KHS	JAWED FINGER					
541-07	10/9/2007	TEACHER	KHS	BRUISED ACHILLES TENDON					
542-07	10/11/2007	MECHANIC	TRANSPORTATION	BURNED LEFT WRIST					
543-07	10/9/2007	MAINTENANCE	OPERATIONS	BACK PAIN					
544-07	10/23/2007	ED TECH II	KHS	BRUISED NOSE					
545-07	10/28/2007	ED TECH II	KHS	BRUISED NOSE					
546-07	10/28/2007	ED TECH II	KHS	BRUISED EAR					
547-07	11/2/2007	SECRETARY	KHS GUIDANCE	BRUISED BACK & ELBOW					
548-07	12/13/2007	TEACHER	KHS	BRUISED RIGHT KNEE					
549-07	12/14/2007	TEACHER	KHS	LACERATION ON HAND					
550-07	12/19/2007	TEACHER	KHS	BRUISED LEFT CALF					
551-07	1/9/2008	CUSTOMER	TRAVELS	BACK PAIN					
552-07	1/9/2008	TEACHER	KHS	BRUISED HAND AND HIP					
553-07	1/23/2008	MAINTENANCE	KHS	BRUISED LEFT FOOT					
554-07	2/5/2008	CUSTOMER	KHS	BRUISED LEFT FOOT					
555-07	2/5/2008	TEACHER	KHS	FRACTURED RIGHT RING FINGER					
556-07	3/5/2008	CUSTOMER	CONSOLIDATED	BRUISED KNEE					
557-07	2/28/2008	BUS DRIVER	DISTRICT	BACK INJURY					
558-07	2/4/2008	ED TECH II	KHS	BRUISES TO HAND					
559-07	3/2/2008	ED TECH II	KHS	BRUISES TO HAND					
560-07	3/12/2008	SUB TEACHER	KHS	BRUISES TO ELBOW					
561-07	3/2/2008	ED TECH II	KHS	CONTUSION TO THUMB					
562-07	4/2/2008	ED TECH II	KHS	SCRATCH ON HAND					
563-07	4/2/2008	ED TECH II	KHS	SCRATCH ON NECK					
564-07	1/1/2007	TEACHER	MSK	HEADACHES DIZZINESS					
565-07	5/6/2008	GROUNDKEEPER	KHS	CUT ON HEAD					
566-07	5/20/2008	MAINTENANCE	KHS	PALM TO CHEST					
567-07	5/13/2008	FOOD SERVICE	KHS	CUT ON THUMB					
568-07	5/13/2008	FOOD SERVICE	KHS	BRUISE TO LIP/TOOTH					
569-07	5/27/2008	CUSTOMER	MSK	SHOULDER STRAIN					
570-07	5/27/2008	CUSTOMER	MSK	SHOULDER STRAIN					
2008-2009									
571-08	6/19/2008	TEACHER	MSK	CHRONIC COUGH					
572-08	5/29/2008	TEACHER	MSK	CHRONIC SINUS INFECTIONS					
573-08	5/7/2008	ED TECH II	MSK	UPPER RESPIRATORY PROBLEMS					
574-08	6/30/2008	GUIDANCE COUN	MSK	CHRONIC COUGH					
575-08	7/22/2008	ATH DIRECTOR	KHS	BRUISES					
576-08	8/7/2008	GROUND	KHS	FRACTURE FINGER					
577-08	8/15/2008	MAINTENANCE	DISTRICT	PUNCTURE FINGER					
578-08	8/26/2008	CUSTOMER	CONS	SPRAINED ANKLE					
579-08	8/26/2008	ATH DIRECTOR	KHS	SPRAINED HIP FLEXOR					
580-08	8/26/2008	ATH DIRECTOR	CONS	SPRAINED ANKLE/BACK PAIN					
581-08	8/26/2008	ATH DIRECTOR	CONS	SPRAINED ANKLE/BACK PAIN					
582-08	8/26/2008	TEACHER	CONS	SPRAINED LEFT LEG					



**13-F. Vote to submit reorganization plan to Commissioner.**

Before submitting a reorganization plan to the Commissioner of Education the governing body of each school administrative unit shall adopt the following vote:

Vote to be Adopted by MSAD 71 Board of School Directors and Arundel School Committee to Submit Reorganization Plan of the RSU to the Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the RSU Reorganization Planning Committee to reorganize MSAD 71 (Kennebunk & Kennebunkport) and Arundel School District into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5)(M) and that the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit by October 1, 2008.

*Note: Adoption of this vote does not necessarily mean that the governing body of the school administrative unit endorses the school reorganization plan. This vote is required in order for the school reorganization plan to include "such other matters as the governing bodies . . . determine to be necessary" under Section XXXX-36(5)(M) of the school reorganization law and in order for the plan to be submitted to the Commissioner of Education by the school administrative unit as required by Section XXXX-36(4).*



STATE OF MAINE  
DEPARTMENT OF EDUCATION  
23 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0023

JOHN ELIAS BALDACCI  
GOVERNOR

SUSAN A. GENDRON  
COMMISSIONER

October 15, 2008

Maureen King, RPC Co-Chair  
87 Fletcher Street  
Kennebunk, ME 04043

Dear Ms. King:

Thank you for the revised Reorganization Plan that you submitted on behalf of MSAD 71 and the Arundel School Department on October 10, 2008 for Department review for compliance with the school reorganization law, P.L. 2007, chapter 240, Part XXXX.

I recognize how much time, effort and thoughtful work is required to complete a reorganization plan and appreciate the efforts made, to date, by all those involved.

Members of my staff and I have reviewed the submission and offer the comments and notes listed below to assist you in completing the plan. If you make any substantive change(s) to any part of the plan beyond those listed below, please be sure to note those on the Updated Reorganization Plan Cover Sheet Checklist, along with notation of those items that have changed per the notes contained in this response.

**General Documentation (Submittal Sheet)**

- All information submitted as required.

**Checklist/Plan Text Items**

Items Checked "Complete"

With respect to the items you checked as "complete", please note the following:

*\* Required Elements*

12. As requested in my letter of October 9, 2008, for the purpose of informing the voters, this section should address the estimate of cost savings to be achieved in accordance with 20-A MRSA 1461(3)(A)(12). Please revise this section to provide information regarding these savings and their estimated amounts. Please also consider using the guidance offered in the Drummond Woodsum workshop materials. The MSAD 16/Monmouth/Dresden/Richmond plan, Sabattus/Wales/Litchfield/Oak Hill CSD plan, and the Raymond/Windham plan all provide excellent examples of this section and are available at: <http://www.maine.gov/education/reorg/plansandresponses.html>. Enclosed is a document with some guidance you may wish to consider as you complete this section.

We will review all items on the checklist again, upon your completion of the plan.

#### **SUBMISSION OF REVISIONS:**

Please provide the additional materials to complete your plan as soon as possible in order to ensure that you meet the November 4, 2008 referendum date requirements. Please include:

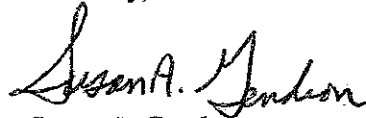
- Any additional data required
- An updated Submittal Page with Signatures
- An updated Cover Sheet Checklist
- A copy of this Response from the Commissioner.

I will respond no more than 14 days after the revisions/additional materials are refiled with the Department. As you are the contact person identified on the Submittal Sheet, this response is addressed to you but with the understanding that you will share it with your school administrative unit board members, RPC members and others involved with this Reorganization Plan.

Finally, what I am reviewing for approval is a plan (or a submission, if the plan is incomplete) which is by its very nature prospective, with steps yet to be taken or finalized; and any review comments or approval given are in relation to the elements required under P.L. 2007, chapter 240, Part XXXX but not the legality of all the activities proposed. Thus, I strongly recommend that you have your own legal advisor(s) review the details of any particular transaction proposed in your plan (particularly with respect to the disposition of property, to debt, and to employee contracts/relations) as you proceed, to ensure the legality of the steps you'll be taking to implement the plan. If that review leads to any substantive changes in any parts of your plan, please be sure to submit an amended plan to the Department for our review and our file.

Again, my sincere thanks for your efforts.

Sincerely,

A handwritten signature in cursive script, reading "Susan A. Gendron".

Susan A. Gendron  
Commissioner of Education

Enc.

cc: Patrick Manuel, Superintendent, MSAD 71  
Alton Hadley III, Superintendent, Arundel School Department  
Dana Peck, RPC Co-Chair  
Rep. Alan Casavant  
Rep. Gary A. Connor  
Rep. Christopher W. Babbidge  
Sen. Nancy B. Sullivan

Please consider the following explanation, for greater specificity in Section 12:

Recommended revisions to Section 12:

- Reorganize section 12 by starting this section with the "Possible savings from RSU integration" section.
- Add estimated "amount" of savings next to each of the possible savings.
- Move the original 1<sup>st</sup> paragraph from the beginning of Section 12 to after the section on potential savings. Delete the 1<sup>st</sup> sentence and last sentence in this paragraph.

Recommended revisions to Reorganization Plan Cover Sheet:

- In "Explanation of Barriers" section, recommend deleting language typed in this section.

The following represents the recommended language changes for Section 12. Also, it includes an available space beside each possible savings to insert the estimated amount of that possible savings.

**12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.**

Possible savings from RSU integration:

Administration		Estimated Savings Amount
First year	Identify open positions that can be left open, with the use of collaborative aid from the other district	\$
Second year and beyond	Eliminate duplicate administrative positions (superintendent, finance, and clerical)	\$
Special Education		Estimated Savings Amount
First year	Identify open positions that can be left open, with the use of collaborative aide from the other district	\$
	Identify out of district placements that could be brought in	\$
Second year and beyond	Eliminate duplicate administrative positions (director level, etc.)	\$
Transportation		Estimated Savings Amount
First year	Identify open positions that can be left open, with the use of collaborative aide from the other district	\$

Second year and beyond	Eliminate duplicate administrative positions (manager, maintenance, drivers)	\$
	Identify out of district trips that can be combined	\$
Facilities/Maintenance		Estimated Savings Amount
First year	Identify open positions that can be left open, with the use of collaborative aid from the other district	\$
	Identify portions of facilities that do not need to be taken on by the new RSU	\$
	Share all required summer programs into one building	\$
Second year and beyond	Eliminate duplicate administrative positions (manager, maintenance)	\$
	Identify creative uses for excess land (i.e. Workforce housing at KES)	\$

Due to the necessity of bringing Arundel contracts in line with MSAD 71 contracts, we estimate that the consolidation will cost RSU citizens approximately \$700,000 in the first round of RSU contract negotiations due to begin this year in order to comply with the 2012 deadlines set forth in the reorganization law. The RSU board would be expected to implement reductions of non-classroom staff and other general non-classroom categories throughout the district to substantially offset the costs of salary harmonization over the three year period (July 1, 2009 through 2012).

If the plan is NOT passed, the penalties for non-compliance would result in the following negative cost-savings if Arundel or SAD 71 remain alone.

		Arundel	MSAD 71
Penalty for first year of non-compliance	as calculated by DOE per Title 20-A section 15696	\$120,100	\$637,349

The penalty is applied as a reduction in each district's state allocation annually. The penalty includes a 2% increase in the expected mill rate, a reduction in the cost component for system administration, ineligibility for transition adjustments, and less favorable consideration for approval and funding of school construction. (from Title 20-A, Section 15696).